

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE: **Tomas Javier Murga**
Julietta Zermeno Murga
Debtor(s)

Case No.

Chapter 13 Proceeding

☐ AMENDED ☐ MODIFIED
DEBTOR(S)' CHAPTER 13 PLAN
AND MOTIONS FOR VALUATION AND LIEN AVOIDANCE

Creditors are hereby notified that the following Plan may be amended at any time before confirmation. Any amendment may affect your status as a creditor. The Debtor's estimate of how much the Plan will pay, projected payments, and estimates of the allowed claims may also change. The following information advises creditors of the status of the case based on the information known at the time of its preparation. Any special concerns of a creditor may justify attendance at the Meeting of Creditors and such other action as may be appropriate under the circumstances. More detailed information is on file at the Office of the United States Bankruptcy Clerk in El Paso or Waco, Texas. Local Bankruptcy Rules and Standing Orders on procedures are available at the Clerk's Office and online at www.txwb.uscourts.gov.

Use of the singular word "Debtor" in this Plan includes the plural where appropriate.

Plan Summary

- A. The Debtor's Plan Payment will be \$1,175.00 Monthly, paid by ☒ Pay Order or ☐ Direct Pay for 60 months. The gross amount to be paid into the plan is \$70,500.00.
- B. The Plan proposes to pay all allowed priority claims in full, all secured claims to the extent of the value of the collateral or the amount of the claim, whichever amount is provided for in Section VI below, and approximately 6% of each unsecured allowed claim.
- THIS PLAN DOES NOT ALLOW CLAIMS. YOU MUST FILE A PROOF OF CLAIM BY THE APPLICABLE DEADLINE TO RECEIVE DISTRIBUTIONS UNDER ANY PLAN THAT MAY BE CONFIRMED. CREDITORS ARE REFERRED TO THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, THE LOCAL BANKRUPTCY RULES FOR THE WESTERN DISTRICT OF TEXAS, AND THE APPLICABLE STANDING ORDER RELATING TO CHAPTER 13 CASE ADMINISTRATION FOR THIS DIVISION, FOR INFORMATION ON THESE AND OTHER DEADLINES.
- C. The value of the Debtor's non-exempt assets is \$0.00.
- D. If the payment of any debt is proposed to be paid directly by the Debtor outside the Plan, it is so noted in Section VI(1), set forth below.

Plan Provisions

I. Vesting of Estate Property

- ☐ Upon confirmation of the Plan, all property of the estate shall vest in the Debtor and shall not remain as property of the estate.
- ☒ Upon confirmation of the Plan, all property of the estate shall not vest in the Debtor, but shall remain as property of the estate.
- ☐ Other (describe):

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Continuation Sheet # 1

II. Pre-Confirmation Disbursements

In accordance with the applicable Standing Order Relating to Chapter 13 Case Administration, the Debtor requests and consents to disbursement by the Chapter 13 Trustee of payments prior to confirmation of the Plan to evidence the Debtor's good faith, promote successful completion of the case, and to provide adequate protection to secured creditors. The Debtor shall remit such payments to the Trustee commencing 15 days after the filing of the petition. Provided all conditions for disbursement are met and unless otherwise ordered by the Court, the Trustee shall begin disbursing to creditors as provided below, on the first regularly scheduled disbursement after 30 days after the the petition is filed. Payments under this paragraph will cease upon confirmation of the Plan.

Creditor/Collateral	Pre-Confirmation Payment Amount	Other Treatment Remarks
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III. Executory Contracts/Unexpired Leases/Contracts for Deed

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor hereby elects to assume the following executory contracts, unexpired leases, and/or contracts for deed, if any:

Creditor Name	Description of Contract	Election	In Default
(None)			

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor hereby elects to reject the following executory contracts, unexpired leases, and/or contracts for deed, if any:

Creditor Name	Description of Contract	Election	In Default
(None)			

IV. Motion to Value Collateral Pursuant to 11 U.S.C. § 506

The Trustee shall pay allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the amount of the claim, whichever amount is provided for in Section VI(2), hereof, plus interest thereon at the rate specified in this Plan. Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section VI(2)(F).

The Debtor(s) move(s) to value the collateral described below in the amounts indicated. The values as stated below represent the replacement values of the assets held for collateral, as required under Section 506(a)(2). Objections to valuation of collateral proposed by this Motion and Plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely response or objection is filed, the relief requested may be granted in conjunction with confirmation of the Plan.

Creditor / Collateral	Estimated Claim	Value of Collateral	Monthly Payment or Method of Disbursement	Interest Rate	Anticipated Total to Pay	Other Treatment/Remarks
El Paso Area Teachers FCU 2011 Chevy Avalanche	\$22,693.00	\$21,150.00	Pro-Rata	5.25%	\$24,093.61	

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Continuation Sheet # 2

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on
October 2, 2014 *."*

/s/ Tomas Javier Murga
Debtor

/s/ Julieta Zermeno Murga
Joint Debtor

V. Motion to Avoid Lien Pursuant to 11 U.S.C. § 522(f)

The Bankruptcy Code allows certain liens to be avoided. If a lien is avoided, the claim will not be treated as a secured claim but as an unsecured claim under Section VI(2)(F).

The Debtor moves to avoid the following liens that impair exemptions. Objections to lien avoidance as proposed in this Plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with confirmation of the Plan. (Debtor must list the specific exempt property that the lien impairs and the basis of the lien--e.g., judicial lien, nonpurchase-money security interest, etc.)

Creditor / Property subject to lien	Amount of Lien to be Avoided	Remarks
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VI. Specific Treatment for Payment of Allowed Claims

1. PAYMENTS TO BE MADE BY THE DEBTOR DIRECTLY TO CREDITORS, INCLUDING POST-PETITION DOMESTIC SUPPORT OBLIGATIONS

A. Debtor(s) shall pay the following creditors directly. Creditors with claims based on a post-petition domestic support obligation ("DSO"), including all governmental units to which a DSO claim has been assigned, or is owed, or that may otherwise recover a DSO claim, **MUST** be paid directly. Minors should be identified by their initials only. If no DSO creditor is listed, the Debtor represents he/she has no domestic support obligation.

All direct payments listed below shall be made in addition to the Plan payments made by Debtor to the Chapter 13 Trustee as herein set forth. Secured creditors who are paid directly shall retain their liens, and the Debtor(s) shall maintain insurance on the collateral, in accordance with the terms of the documents creating the lien on the collateral.

Creditor / Collateral, if any (including the name of each DSO creditor)	Remarks	Debt Amount	Payment Amount/Interval
Rocky Mountain Mortgage 3221 Destiny Point, El Paso, TX		\$126,587.00	\$1,275.00
Tax Assessor/Collector 3221 Destiny Point, El Paso, TX	2014 & Future Tax - Escrowed		

B. Debtor surrenders the following collateral. Confirmation of the Plan shall operate to lift the automatic stay provided by 11 U.S.C. § 362(a) with respect to the collateral listed, and any unsecured deficiency claim may be filed in accordance with the procedures set forth in the Standing Order Relating to Chapter 13 Case Administration for this Division.

Creditor/Collateral	Collateral to Be Surrendered
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2. PAYMENTS TO BE MADE BY TRUSTEE TO CREDITORS**A. Administrative Expenses**

Administrative Expenses shall include the Trustee's commission and debtor's attorney's fees. The Trustee shall receive up to 10% of all sums received. No fees or expenses of counsel for the debtor(s) may be paid until the filing fee is paid in full, and any fees and expenses that are allowed in addition to the fees and expenses originally agreed to be paid, may be paid only after all prior allowed fees and expenses have been paid.

Creditor	Estimated Amount of Debt	Payment Method: before secured creditors, after secured creditors, or along with secured	Remarks
Davis Law Firm	\$3,200.00	Along with	

B. Priority Claims, Including Domestic Support Obligation Arrearage Claims

Creditor	Estimated Amount of Debt	Payment Method: before secured creditors, after secured creditors, or along with secured	Remarks
Internal Revenue Serv.	\$1,700.00	Along With	1040 Taxes

C. Arrearage Claims

Creditor / Collateral	Estimated Claim	Estimated Value of Collateral	Monthly Payment or Method of Disbursement	Interest Rate	Anticipated Total to Pay	Other Treatment/Remarks
Rocky Mountain Mortgage 3221 Destiny Point, El Paso, TX	\$7,000.00	\$7,000.00	Pro-Rata	10%	\$9,003.23	Arrears thru 10/2014

D. Cure Claims on Assumed Contracts, Leases, and Contracts for Deed

Creditor/Subject Property, if any	Estimated Amount of Cure Claim	Monthly Payment or Method of Disbursement	Remarks
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E. Secured Creditors

Secured creditors shall retain their liens on the collateral that is security for their claims until the earlier of the date the underlying debt, as determined under non-bankruptcy law, has been paid in full, or the date of discharge under 11 U.S.C. § 1328. Therefore, if the debtor's case is dismissed or converted without completing of all Plan payments, the liens shall be retained by the creditors to the extent recognized by applicable non-bankruptcy law.

Creditor/Collateral	Estimated Claim	Value of Collateral	Monthly Payment or Method of Disbursement	Interest Rate	Anticipated Total to Pay	Other Treatment/Remarks (specifically note if claim amount to be paid although greater than value of collateral)
Conns Credit Corp Furniture	\$4,074.00	\$4,074.00	Pro-Rata	5.25%	\$4,641.04	

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Conns Credit Corp Furniture	\$3,376.00	\$3,376.00	Pro-Rata	5.25%	\$3,845.89
Conns Credit Corp Furniture	\$2,386.00	\$2,386.00	Pro-Rata	5.25%	\$2,718.07
Conns Credit Corp Furniture	\$2,086.00	\$2,086.00	Pro-Rata	5.25%	\$2,376.35
Conns Credit Corp Furniture	\$1,830.00	\$1,830.00	Pro-Rata	5.25%	\$2,084.70
Conns Credit Corp Furniture	\$1,440.00	\$1,440.00	Pro-Rata	5.25%	\$1,640.44
El Paso Area Teachers FCU 2011 Chevy Avalanche	\$22,693.00	\$21,150.00	Pro-Rata	5.25%	\$24,093.61
Regional Fin Furniture	\$1,311.00	\$1,311.00	Pro-Rata	5.25%	\$1,493.48
Titlemax 2006 Chevy Cobalt	\$3,026.00	\$3,550.00	Pro-Rata	5.25%	\$3,447.13

F. General Unsecured Creditors (including claims from rejection of contracts, leases and contracts for deed).
Describe treatment for the class of general unsecured creditors.

General Unsecured Creditors will receive approximately 6% of their allowed claims.

Creditor	Estimated Debt	Remarks
ACS/Panhandle Plains	\$623.00	Student Loan
ACS/Panhandle Plains	\$278.00	Student Loan
Afni	\$1,745.00	Sprint
AMCA	\$481.00	Medical collection
American Med. Collection		Coll. for Labcorp
Applied Card Bank	\$1,438.00	
AT&T		Duplicate listing
BF F Elp LLC	\$770.00	
Capital One/Helzberg	\$221.00	
Capital One/Helzberg	\$130.00	
CBCS		Coll. for Applied Bank
Chamizal Emergency Physician	\$506.00	
Chase	\$399.00	
Commonwealth Financial	\$483.00	Chamizal Emerg
Credit One Bank		Duplicate listing
Del Sol Medical Center	\$450.00	
DSRM National Bank/Diamond Shamrock/Vale	\$298.00	
El Paso Area Teachers FCU	\$1,543.00	Unsecured portion of the secured debt (Bifurcated)
Enhanced Recovery Corp	\$541.00	AT&T
Enhanced Recovery Corp	\$478.00	Sprint
Evolve Federal Cu	\$212.00	
Foundation Surgical Hospital	\$1,000.00	
GECRB/ Dillards	\$169.00	

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GEMB/Walmart	\$240.00	
Ginny's/Seventh Avenue	\$560.00	
Labcorp Corporation of America Holdings	\$482.00	
Las Palmas Medical Center	\$326.00	
Linebarger Goggan Blair & Sampson, LLP		Attys for Tax Assessor
Lobel Financial Corp	\$8,084.00	
LVNV Funding LLC	\$2,686.00	Credit One
NCO Financial		Collecting for - Las Palmas
Nelnet	\$4,308.00	Student Loan
Nelnet	\$4,129.00	Student Loan
Onemain Financial	\$8,473.00	
Pinnacle Credit Service	\$1,397.00	Verizon
Portfolio Recovery	\$757.00	GE Capital
Sprint Bankruptcy		Duplicate listing
Target/TD Bank	\$454.00	
Target/TD Bank Usa	\$343.00	
Texas Guaranteed St. Loan	\$5,438.00	Student Loan
Texas Guaranteed St. Loan	\$5,258.00	Student Loan
Transworld Systems Inc.	\$569.00	Music Arts Centers
Veldos, LLC		Pendrick Cap/Chamizal Emerg
Verizon Wireless		Duplicate listing
West Asset	\$325.00	Las Palmas
World Fin	\$690.00	

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Totals:

Administrative Claims	<u>\$3,200.00</u>
Priority Claims	<u>\$1,700.00</u>
Arrearage Claims	<u>\$7,000.00</u>
Cure Claims	<u>\$0.00</u>
Secured Claims	<u>\$40,679.00</u>
Unsecured Claims	<u>\$56,284.00</u>

VII. Supplemental Plan Provisions

The following are the Supplemental Plan Provisions:

:

A. Pursuant to 11 U.S.C. §1322(a)(1) of the Bankruptcy Code, the Debtor(s) shall submit all or such portion of future earnings or other future income of the debtor to the supervision and control of the trustee as is necessary for the execution of the plan.

B. The Debtor(s) further agree, to report to the Trustee any changes in income that would necessitate modifying their plan by either increasing or decreasing their plan payment or increasing or decreasing the percentage payout to unsecured creditors.

C. Confirmation of the Plan shall constitute authority for creditors, such as lien-holders on real property and lien-holders on vehicles, especially where the creditor is scheduled as "direct pay" or "outside," to send monthly statements as a convenience to the Debtor(s) and such statements shall not be considered a violation of the provisions of the automatic stay.

D. If any unsecured creditor files a timely claim, with proper attachments, the Plan will provide for that claim as filed unless objected to by the Debtor. The secured creditors will be paid 8% interest.

E. If additional funds become available, creditors may receive higher monthly payments.

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Continuation Sheet # 7

Respectfully submitted this date: 10/2/2014.

/s/ Eric Martinez

Eric Martinez
4530 Montana Ave, Suite B
El Paso, TX 79903-4706
Phone: (915) 565-4669 / Fax: (915) 562-7032
(Attorney for Debtor)

/s/ Tomas Javier Murga

Tomas Javier Murga
3221 Destiny Point
El Paso, TX 79938
(Debtor)

/s/ Julieta Zermeno Murga

Julieta Zermeno Murga
3221 Destiny Point
El Paso, TX 79938
(Joint Debtor)

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IN RE: **Tomas Javier Murga**
Debtor

CASE NO.

Julieta Zermeno Murga
Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on October 3, 2014, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Eric Martinez

Eric Martinez
Bar ID:24034822
Davis Law Firm
4530 Montana Ave, Suite B
El Paso, TX 79903-4706
(915) 565-4669

ACS/Panhandle Plains
xxxxxx8272
501 Bleecker St
Utica, NY 13501

American Med. Collection
xxx xxxxxx8A22
4 Westchester Plaza, S-110
Elmsford, NY 10523

Capital One/Helzberg
xxxxxxxxxxxx3985
26525 N Riverwoods Blvd
Mettawa, IL 60045

ACS/Panhandle Plains
xxxxxx8271
501 Bleecker St
Utica, NY 13501

Applied Card Bank
xxxxxxxxxxxx1299
Attention: Bankruptcy
PO Box 17125
Wilmington, DE 19850

Capital One/Helzberg
xxxxxxxxxxxx4372
26525 N Riverwoods Blvd
Mettawa, IL 60045

Afni
xxxxxx8827
Attention: Bankruptcy
1310 Martin Luther King Dr
Bloomington, IL 61701

AT&T
Bankruptcy Department
P.O. Box 769
Arlington, TX 76004

CBCS
xxxx8632
P.O. Box 2589
Columbus, OH 43216

AMCA
xxxxxxxxxx5220
2269 S Saw Mill
Elmsford, NY 10523

BF F Elp LLC
xxxxxxxx8439
424 N Yarborough
El Paso, TX 79915

Chamizal Emergency Physician
xxxxxx6230
P.O. Box 98620
Las Vegas, NV 89193

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CASE NO.

Julieta Zermeno Murga*Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Chase
xxxxxxxxxxxx4376
P.O. Box 15298
Wilmington, DE 19850

Conns Credit Corp
xxxxx2730
3295 College St
Beaumont, TX 77701

Enhanced Recovery Corp
xxxxx3073
Attention: Client Services
8014 Bayberry Rd
Jacksonville, FL 32256

Commonwealth Financial
xxxxxxx73N1
245 Main St
Dickson City, PA 18519

Conns Credit Corp
xxxxx2733
3295 College St
Beaumont, TX 77701

Enhanced Recovery Corp
xxxxx2533
Attention: Client Services
8014 Bayberry Rd
Jacksonville, FL 32256

Conns Credit Corp
xxxxx8830
3295 College St
Beaumont, TX 77701

Credit One Bank
P.O. Box 98873
Las Vegas, NV 89193

Evolve Federal Cu
xxxxxxx0001
8840 Gazelle Dr
El Paso, TX 79925

Conns Credit Corp
xxxxx2732
3295 College St
Beaumont, TX 77701

Del Sol Medical Center
xxxxx7524
P.O. Box 99400
Louisville, KY 40269-0400

Foundation Surgical Hospital
xx2513
P.O. Box 730966
Dallas, TX 75373

Conns Credit Corp
xxxxx8831
3295 College St
Beaumont, TX 77701

DSRM National Bank/Diamond
Shamrock/Vale
xxxxxxxxxxxx0000
PO Box 631
Amarillo, TX 79105

GECRB/ Dillards
xxxxxxxxxxxx7419
Attn: Bankruptcy
PO Box 103104
Roswell, GA 30076

Conns Credit Corp
xxxxx2731
3295 College St
Beaumont, TX 77701

El Paso Area Teachers FCU
0400
12020 Rojas Dr.
El Paso, TX 79936

GEMB/Walmart
xxxxxxxxxxxx0309
Attn: Bankruptcy
PO Box 103104
Roswell, GA 30076

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Debtor

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Joint Debtor

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CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Ginny's/Seventh Avenue
xxxxxxxxx163O
1112 7th Ave
Monroe, WI 53566

Lobel Financial Corp
xx1045
Attn: Bankruptcy
PO Box 3000
Anaheim, CA 92803

Pinnacle Credit Service
xxxx5003
Attn: Bankruptcy
PO Box 640
Hopkins, MN 55343

Internal Revenue Serv.
300 E. 8th Street, STOP 5026 AUS
Austin, TX 78701

LVNV Funding LLC
xxxxxxxxxxxxx6076
P.O. Box 10497
Greenville, SC 29603

Portfolio Recovery
xxxxxxxxxxxxx1690
Attn: Bankruptcy
P.O. Box 41067
Norfolk, VA 23541

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101

NCO Financial
xxxx2031
P.O. Box 15618, Dept. 38
Wilmington, DE 19850

Regional Fin
xxxxxxx6801
1700 N Zaragoza Rd
El Paso, TX 79936

Labcorp Corporation of America
Holdings
xxx xxxxxxxx5220
P.O. Box 2240
Burlington, NC 27216-2240

Nelnet
4849
121 S. 13th St.
Lincoln, NE 68508

Rocky Mountain Mortgage
0908
P.O. Box 371370
El Paso, TX 79937

Las Palmas Medical Center
xxxx2731
P.O. Box 99400
Louisville, KY 40269-0400

Nelnet
4949
121 S. 13th St.
Lincoln, NE 68508

Sprint Bankruptcy
P.O. Box 7949
Overland Park, KS 66207-0949

Linebarger Goggan Blair & Sampson,
LLP
xxxx-xxx-xxxx-4000
711 Navarro, Suite 300
San Antonio, TX 78205

Onemain Financial
xxxxxxxxxxxxx5393
P.O. Box 499
Hanover, MD 21076

Stuart C. Cox
1760 N. Lee Trevino
El Paso, TX 79936

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Julieta Zermeno Murga
Joint Debtor

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CERTIFICATE OF SERVICE
(Continuation Sheet #3)

Target/TD Bank
xxxxx9087
Po Box 673
Minneapolis, MN 55440

Tomas Javier Murga
3221 Destiny Point
El Paso, TX 79938

West Asset
xxxx0870
2703 North Highway 75
Sherman, TX 75090

Target/TD Bank Usa
xxxxx6194
P.O. Box 673
Minneapolis, MN 55440

Transworld Systems Inc.
xxxx0222
2235 Mercury Way, Ste 275
Santa Rosa, CA 95407

World Fin
xxxxxxx1401
World Acceptance Corp/Attn
Bankruptcy
PO Box 6429
Greenville, SC 29606

Tax Assessor/Collector
xxxx-xxx-xxxx-4000
P.O. Box 2992
El Paso, TX 79999

U.S. Attorney General
Main Justice Building, Rm. 5111
10th & Constitution Ave., N.W.
Washington, DC 20530

Texas Guaranteed St. Loan
3502
Attn: Bankruptcy Dept.
P.O. Box 659602
San Antonio, TX 78265

U.S. Attorney's Office
Western Dist. of Texas
601 N.W. Loop 410, Suite 600
San Antonio, TX 78216

Texas Guaranteed St. Loan
3503
Attn: Bankruptcy Dept.
P.O. Box 659602
San Antonio, TX 78265

Veldos, LLC
xxx7796
P.O. Box 2824
Woodstock, GA 30188

Titlemax
12496 Montana Ave.
El Paso, TX 79938

Verizon Wireless
P.O. Box 26055
Minneapolis, MN 55426